Ontario

Dossier des clauses des conventions collectives entre conseils scolaires et enseignants

Education Relations Commission

Ontario

Numéro 19

Clauses de Congé de Fédération de long Terme, 1981-82

Novembre, 1982

La présente publication a été rédigée par la Commission des Relations de Travail en Education dans le cadre des services qu'elle offre aux parties engagées dans des négociations de la manière prescrite par la *Loi sur les négociations collectives entre conseils scolaires et enseignants*.

Cette publication a pour but de:

> Offrir, en qualité de tierce partie neutre, des informations actuelles et mises à jour provenant de conventions collectives écrites, afin d'assister les parties dans les différentes phases du processus des négociations.

La publication est basée sur les conventions collectives écrites négociées entre enseignants et conseils scolaires pour l'année de convention 1981-82 (septembre-août) qui sont déposées à la Commission. Elle contient des clauses* reprises textuellement dans ces conventions qui ajoutent un caractère qualitatif aux autres publications de la Commission de nature statistique.

Ce document est remis aux parties et aux autres personnes intéressées qui en font la demande.

Pour toutes questions concernant cette publication et demandes de renseignements supplémentaires, veuillez-vous adresser au:

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*Dans certains cas, nous avons reproduit seulement la partie de la clause qui se rapporte au sujet de cette publication et non la clause intégrale.

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Placement des enseignants: Distribution de la grille des enseignants de l'Ontario, Totaux des enseignants et des inscriptions (31 janvier 1981)

Arbitrage des griefs: Résumés de décisions d'arbitrage concernant des litiges entre les parties, prises conformément à la *Loi sur les négociations collectives entre conseils scolaires et enseignants.*

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CONVENTIONS DISPONBILES POUR L'ANALYSE, 1981-82

En novembre 1981, 98 ou 49.0% des 200 conventions susceptibles d'être en vigueur en 1981-82 dans les conseils scolaires des secteurs élémentaires et secondaires et dans les conseils scolaires combinés de comté et de district des écoles séparées catholiques étaient à la disposition de la Commission des Relations de Travail en Education aux fins d'analyse. Le Tableau 1 donne la répartition des conventions.

TABLEAU 1

Conventions disponibles pour l'analyse, 1981-82

	Elémentaires	Secondaires	CESC	Total
Nombre total de conventions possibles pour 1981-82	76	76	48	200
Nombre total de conventions disponibles pour l'analyse	38	40	20	98

CONVENTIONS NON DISPONIBLES POUR L'ANALYSE, 1981-82

Elémentaires	Secondaires	C.E.S.C.
Central Algoma	Chapleau	Carleton*
Chapleau	Cochrane-Iroquois Falls	Cochrane-Iroquois Falls
Dryden	Dryden	Dryden
East York*	Durham*	Dufferin-Peel*
Etobicoke*	Frontenac*	Durham
Frontenac*	Grey	Elgin
Haldimand	Haldimand*	Frontenac, Lennox & Addington*
Halton*	Haliburton	Geraldton
Hamilton*	Halton*	Haldimand-Norfolk*
Hornepayne	Hastings	Halton
Huron*	Hornepayne	Hamilton-Wentworth
Kapuskasing	Huron*	Hastings-Prince Edward
Kenora	Kapuskasing*	Kent
Kent*	Kenora	Kirkland Lake
Lakehead*	Kirkland Lake	Lakehead*
Lanark	Lakehead	Lincoln
Lennox & Addington	Lanark	Nipissing
Lincoln*	Lennox & Addington	North Shore
Michipicoten	Lincoln*	Ottawa*
Niagara South*	Manitoulin	Oxford
Nipigon-Red Rock	Michipicoten	Peterborough, Victoria, Northumberland & Newcastle
Norfolk	Middlesex	Renfrew
Northumberland & Newcastle*	Norfolk*	Stormont, Dundas & Glengarry
North York*	Northumberland & Newcastle*	Sudbury
Ottawa*	Oxford	Waterloo
Peterborough	Peel*	Welland*
Prescott & Russell	Perth	Wellington
Prince Edward	Prescott & Russell*	Windsor
Red Lake	Prince Edward	
Renfrew*	Red Lake	
Scarborough*	Renfrew	
Simcoe	Simcoe	
Sudbury	Victoria	
Timmins	West Parry Sound	
Victoria	Windsor*	
Wentworth*	York County*	
West Parry Sound		
York County		

*La convention en vigueur en 1980-81 contenait une clause de congé de fédération de long terme.

INTRODUCTION

Ce dossier "Clauses" traite d'une manière relativement détaillée des clauses de congé de fédération de long terme (par long terme il faut entendre 6 jours ou davantage). Veuillez noter qu'un congé pour prendre part d'une manière ou d'une autre aux négociations d'une convention collective écrite n'est pas un cas au sens de cette publication, même si le congé obtenu pour cette raison dépasse six jours.

Des rapports statistiques sur les clauses de congé de fédération de long terme sont publiés régulièrement dans deux publications de la Commission: *La situation dans la province* et les *Résumés individuels*. Ce document donne la reproduction de certaines clauses, et en outre il traite des matières suivantes:

1. la fréquence des clauses de 1975-76 à 1981-82 inclusivement,
2. l'examen des clauses en vigueur en 1981-82,
3. les clauses de congé pour le Président de la Section affiliée ou une autre personne désignée, en ce qui concerne:
    a) le remboursement du conseil scolaire,
    b) la durée maximum du congé, et
    c) le maximum de temps libre durant le congé,
4. la même analyse que dans le point 3 ci-dessus, mais applicable aux autres responsables et dirigeants des Sections affiliées,
5. l'accumulation d'ancienneté et d'expérience en enseignement durant le congé,
6. ceux qui doivent recevoir les demandes d'autorisation et les notifications se rapportant au congé,
7. si la clause prévoit expressément ou non que le congé doit servir aux activités de la fédération et de l'association au niveau provincial, et
8. le tableau de ceux qui ont droit au congé.

FREQUENCE DES CLAUSES

Le Tableau 2 indique, à la fois sur une base combinée et sur la base des types de convention, comment la fréquence des Clauses de Congé de Fédération de long Terme présentes dans les conventions collectives a évolué de 1975-76 à 1981-82 inclusivement. Pour 1981-82, 39 des 98 conventions disponibles pour l'analyse contenaient une clause de congé (12 dans le secteur Elémentaire, 25 dans le Secondaire et 2 dans les CESC).

TABLEAU 2

Proportion des conventions contenant une Clause de Congé de Fédération de long Terme, 1975-76 à 1981-82*

Année	Elémentaires	Secondaires	C.E.S.C.	Total
1975-76	10.5	17.1	6.3	12.0
1976-77	14.5	19.7	10.4	15.5
1977-78	21.1	23.7	12.5	20.0
1978-79	23.7	36.8	12.5	26.0
1979-80	34.2	43.4	20.8	34.5
1980-81	38.9	49.3	21.3	38.5
1981-82	31.6	62.5	10.0	39.8

*Pour 1981-82, les pourcentages ont été basés sur le nombre des conventions disponibles pour l'analyse mentionnées au Tableau 1. Pour 1980-81, les pourcentages étaient calculés d'après 72 conventions Elémentaires, 73 Secondaires et 47 C.E.S.C. Pour toutes les autres années, les pourcentages étaient calculés d'après 76 conventions Elémentaires, 76 Secondaires et 48 C.E.S.C.

1981-82 - CLAUSES DE CONGE DE FEDERATION DE LONG TERME

Le reste de l'analyse de cette publication est basé sur les conventions collectives écrites en vigueur en 1981-82 qui contiennent une clause de congé de fédération de long terme. Comme nous l'avons noté précédemment, un total de 39, ou 39.8%, des 98 conventions disponibles pour l'analyse contenaient une clause de ce genre (12 Elémentaires, 25 Secondaires et 2 C.E.S.C.).

SOMMAIRE DES CLAUSES

Quand nous examinons les conventions à la fois dans leur ensemble et par type, nous constatons nettement une augmentation de la fréquence des clauses de congé de fédération de long terme. Pour 1980-81, dernière année de convention complète à examiner, nous avons noté que 40% environ du total des conventions contenaient cette clause: presque 50% dans le secteur Secondaire, 40% dans l'Elémentaire et 21% dans les C.E.S.C.

Pour l'année de convention 1981-82, 39 des 98 conventions disponibles pour l'analyse contenaient une clause de congé. Sur ces 39 conventions, 32 ou 82.1% prévoyaient un congé pour le Président de la Section affilié ou une autre personne désignée par la Section. La durée de congé la plus courante était un (1) an. Environ 60% permettaient un congé à plein temps et 30% à mi-temps. Dans la majorité des cas, soit les traitements et les avantages de la ou des personnes en congé étaient remboursés au conseil scolaire, soit la Section affiliée assumait les frais du ou des enseignants suppléants.

Des clauses de congé de long terme pour des personnes autres que le Président ou la personne désignée étaient présentes dans 23 ou 59% des 39 conventions. Dans chacune des 23 conventions sauf une, le remboursement du conseil scolaire était prévu d'une certaine manière; le congé pouvait durer de six (6) à cinquante (50) jours dans onze (11) cas, et un (1) an ou davantage dans neuf (9) cas; les congés les plus longs avaient tendance à être prévus dans les conseils scolaires les plus importants.

CLAUSES DE CONGE POUR LE PRESIDENT DE LA SECTION AFFILIEE OU UNE AUTRE PERSONNE DESIGNEE PAR LA SECTION AFFILIEE

Le Tableau 3 indique, à la fois par type de convention et pour l'ensemble, le pourcentage des conventions qui contiennent une clause de congé de fédération de long terme qui accorde un congé au Président de la Section affiliée ou à une autre personne désignée par celle-ci.

TABLEAU 3

Clause de congé pour le Président de la Section affiliée ou une autre personne désignée

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Avec clause	10	83.3	20	80.0	2	100.0	32	82.1
Sans clause	2	16.7	5	20.0	-	0.0	7	17.9
Total des conventions	12	100.0	25	100.0	2	100.0	39	100.0

Le tableau montre que sur les conventions contenant une clause de congé de fédération de long terme, environ 82% (83% Elémentaires, 80% Secondaires et 100% C.E.S.C.) prévoient un congé pour le président ou une personne désignée.

REMBOURSEMENT DES FRAIS DU CONGE AU CONSEIL SCOLAIRE

Chacune des conventions (du total de 32) prévoyant un congé pour le président ou une personne désignée, contient d'une manière ou d'une autre une disposition concernant le remboursement du conseil scolaire. Le Tableau 4 indique la nature du remboursement.

TABLEAU 4

Genre de remboursement du congé

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Traitement et avantages de l'employé	6*	60.0	9	45.9	1	50.0	16	50.0
Section(s) affiliéee(s) assumant les frais du ou des enseign.suppléants	2	20.0	3	15.0	-	0.0	5	15.6
Le congé est sans solde	1	10.0	-	0.0	-	0.0	1	3.1
Sans remboursement	1	10.0	7	35.0	1	50.0	9	28.2
Autre	-	0.0	1	5.0	-	0.0	1	3.1
Total des conventions	10	100.0	20	100.0	2	100.0	32	100.0

* 2 de ces conventions exigent un remboursement de 50%

Dans la méthode de remboursement la plus fréquente, la Section affiliée remet au conseil scolaire la totalité ou une partie du coût du traitement et des avantages de la personne prenant le congé. Cette obligation est prévue dans 60% des conventions Elémentaires, 45% des Secondaires et 50% des C.E.S.C.

Un total de neuf (9) conventions, dont sept du secteur Secondaire, stipulent que le conseil scolaire ne doit pas être remboursé. La seconde forme de clause la plus fréquente charge la Section affiliée de rembourser les frais du ou des enseignants qui sont engagés pour remplacer ceux qui sont en congé.

DUREE MAXIMUM DU CONGE

Le Tableau 5 donne des renseignements sur la durée maximum du congé qui peut être accordé au Président de la Section affiliée ou à la personne désignée.

TABLEAU 5

Durée maximum du congé

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
10 jours	1	10.0	2	10.0	1	50.0	4	12.5
1 an	5	50.0	15	75.0	1	50.0	21	65.6
Sans limites fixes	1	10.0	-	0.0	-	0.0	1	3.1
Non spécifié	3	30.0	3	15.0	-	0.0	6	18.8
Total des conventions	10	100.0	20	100.0	2	100.0	32	100.0

Au total, 65.6% des clauses de congé autorisent un (1) an (50%) pour les Elémentaires et les C.E.S.C., 75% pour les Secondaires. Environ 19% ne précisent pas la durée, et 12.5% prévoient dix (10) jours.

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MAXIMUM DE TEMPS LIBRE DURANT LE CONGE

En ne tenant pas compte des quatre (4) conventions notées au Tableau 5 qui autorisent dix (10) jours, le Tableau 6 donne l'analyse des 28 conventions restantes d'après le maximum de temps libre autorisé durant le congé.

TABLEAU 6

Maximum de temps libre durant le congé pour le Président ou la personne désignée

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Mi-temps	4	44.4	5	27.8	-	0.0	9	32.1
Plein temps	5	55.6	11	61.1	1	100.0	17	60.7
Non précisé	-	0.0	2	11.1	-	0.0	2	7.2
Total des conventions	9	100.0	18	100.0	1	100.0	28	100.0

La majorité des conventions, que ce soit dans l'ensemble ou par type, prévoit que la personne en congé sera dispensée à plein temps de ses tâches normales. Trente-deux pour cent autorisent un congé à mi-temps, et deux (2) conventions ne contiennent aucune précision à cet égard.

CLAUSES DE CONGE POUR RESPONSABLES/DIRIGEANTS DE LA SECTION AFFILIEE (autres que le président ou la personne désignée)

Le Tableau 7 montre la proportion des conventions contenant une clause de congé de fédération de long terme qui autorise un congé pour les dirigeants ou les responsables de la Section affiliée (autres que le président ou la personne désignée).

TABLEAU 7

Clause de congé pour d'autres dirigeants ou responsables de la Section affiliée

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Avec clause	8	66.7	14	56.0	1	50.0	23	59.0
Sans clause	4	33.3	11	44.0	1	50.0	16	41.0
Total des conventions	12	100.0	25	100.0	2	100.0	39	100.0

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Cinquante-neuf (59%) pour cent des conventions analysées prévoient une clause de ce genre (66.7% Elémentaires, 56% Secondaires et 50% C.E.S.C.).

FRAIS DU CONGE REMBOURSES AU CONSEIL SCOLAIRE

Vingt-trois (23) conventions contiennent une clause de congé pour les autres dirigeants ou responsables. Le Tableau 8 indique comment la Section affiliée doit rembourser le conseil scolaire.

TABLEAU 8

Nature du remboursement du congé

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Traitement uniquement	1	12.5	1	7.1	-	0.0	2	8.7
Traitement et avantages de l'employé	3	37.5	7	50.0	-	0.0	10	43.5
La ou les Sections affiliées assument les frais du ou des enseignants suppléants	3	37.5	5	35.8	-	0.0	8	34.8
Le congé est sans solde	-	0.0	1	7.1	1	100.0	2	8.7
Pas de remboursement	1	12.5	-	0.0	-	0.0	1	4.3
Total des conventions	8	100.0	14	100.0	1	100.0	23	100.0

Le tableau indique que la majorité (43.5%) des conventions avec clause de congé oblige la Section affiliée de rembourser les frais du traitement et des avantages entraînés par les personnes prenant congé. Dans 34.8% des autres conventions la Section affiliée doit assumer les frais des enseignants suppléants. Le reste des conventions prévoit le seul remboursement du traitement, le congé sans solde, et, dans un seul cas, l'absence de tout remboursement.

DUREE MAXIMUM DU CONGE

Le Tableau indique la distribution des fréquences du maximum de temps libre accordé aux personnes prenant un congé.

TABLEAU 9

Durée maximum du congé

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Jours:								
6	1	12.5	1	7.1	-	0.0	2	8.8
10	2	25.0	1	7.1	-	0.0	3	13.0
12	-	0.0	1	7.1	-	0.0	1	4.3
15	1	12.5	-	-	-	0.0	1	4.3
20	-	0.0	1	7.1	-	0.0	1	4.3
25	-	0.0	1	7.1	-	0.0	1	4.3
50	2	25.0	-	0.0	-	0.0	2	8.8
1 an	1	12.5	7	50.0	1	100.0	9	39.1
2 ans	1	12.5	-	0.0	-	0.0	1	4.3
Non précisé	-	0.0	2	14.5	-	0.0	2	8.8
Total des conventions	8	100.0	14	100.0	1	100.0	23	100.0

Le tableau dénote les grandes variations dans la durée maximum possible des congés: de 6 jours à 2 ans.

L'examen des cas de ceux qui ont droit à des congés d'un (1) an ou davantage suggère que cette tendance prévaut dans les conseils scolaires de plus grande importance.

CLAUSE DE CONGE DE FEDERATION DE LONG TERME
ANCIENNETE ET EXPERIENCE EN ENSEIGNEMENT

Selon le Tableau 10, aucune des conventions disponibles pour l'analyse et contenant une clause de congé de fédération de long terme ne précise que seules l'ancienneté et l'expérience en matière d'enseignement ne pourront être accumulées pendant la période du congé.

La majorité (53.8%) des conventions précise que l'ancienneté et l'expérience pourront être accumulées toutes deux; les 46.2% autres conventions restent muettes à ce propos.

TABLEAU 10

Accumulation de l'ancienneté et de l'expérience en matière d'enseignement pendant le congé

Accumulation d'ancienneté et d'expérience en enseignement	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Oui	3	25.0	17	68.0	1	50.0	21	53.8
Non spécifié	9	75.0	8	32.0	1	50.0	18	46.2
Total des conventions	12	100.0	25	100.0	2	100.0	39	100.0

APPROBATION/NOTIFICATION

Toutes les conventions sauf cinq (5) contenant une clause précisent à qui le personnel doit s'adresser pour faire approuver un congé ou le notifier. Le Tableau 11 montre que le conseil scolaire doit être contacté dans environ 50% des cas. Quatre (4) ou 10.2% désignent soit le Directeur d'éducation soit à la fois le Directeur d'éducation et le conseil scolaire.

TABLEAU 11

Approbation ou Notification de congé

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Directeur d'école uniquement	1	8.3	2	8.0	-	0.0	3	7.7
Conseil uniquement	6	50.0	13	52.0	-	0.0	19	48.7
Direct. d'éducation uniquement	1	8.3	2	8.0	1	50.0	4	10.2
Direct. d'éducation et conseil	1	8.3	2	8.0	1	50.0	4	10.2
Surintendant uniquement	-	0.0	1	4.0	-	0.0	1	2.6
Directeur d'école, Directeur d'éduc. et conseil	1	8.3	-	0.0	-	0.0	1	2.6
Direct. et Surint.	-	0.0	1	4.0	-	0.0	1	2.6
Direct. d'école et Direct. d'éducat.	-	0.0	1	4.0	-	0.0	1	2.6
Non précisé	2	16.8	3	12.0	-	0.0	5	12.8
Total des conventions	12	100.0	25	100.0	2	100.0	39	100.0

CONGE DE FEDERATION/ASSOCIATION AU NIVEAU PROVINCIAL

Le Tableau 12 indique si ou ou non les clauses de congé de fédération de long terme disponibles pour l'analyse précisent expressément si le congé doit servir à des activités au niveau provincial de la fédération ou de l'association d'enseignants.

TABLEAU 12

Congé de fédération/association pour activités au niveau provincial

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Avec clause	2	16.7	14	56.0	-	0.0	16	41.0
Sans clause	10	83.3	11	44.0	2	100.0	23	59.0
Total des conventions	12	100.0	25	100.0	2	100.0	39	100.0

Le tableau montre que si 56% des conventions du secteur Secondaire contiennent une clause, 83% du secteur Elémentaire et 100% des C.E.S.C. s'en abstiennent.

Tableau des personnes ayant droit au congé

Le Tableau 13 résume la nature des clauses de congé de fédération de long terme d'après les personnes qui y ont droit.

TABLEAU 13

Personnes ayant droit au congé

	Elémentaires		Secondaires		C.E.S.C.		Total	
	Nbre	%	Nbre	%	Nbre	%	Nbre	%
Seul Présid. de Section affiliée/personne désignée	5	41.7	9	36.0	1	50.0	15	38.5
Seuls autres respons./dirigeants	2	16.6	5	20.0	-	0.0	7	17.9
Toutes les personnes ci-dessus	5	41.7	11	44.0	1	50.0	17	43.6
Total des conventions	12	100.0	25	100.0	2	100.0	39	100.0

Carleton Elementary, 1980-82

15.02 (g) Leave - Officers of the T.F.C.

i) Officers of the T.F.C. who are employed by the Board shall, on application to the Board, be granted a leave with continuation of pay for one term, two terms, or for one school year, or shall be granted leave in such a manner that he/she fulfills his/her responsibilities on a one-half timetable basis for the full school year. T.F.C. shall notify the Board prior to May 15th as to its intent respecting the above and the names of possible incumbents and in any event formal application for leave shall be filed with the Board prior to June 15th for the following school year. The T.F.C. agrees to reimburse the Board for the costs of salary and benefits for the time absent.

Should the President of the T.F.C. be granted leave which is less than full-time, he/she shall be granted additional leave on occasion, to fulfill his/her responsibilities, provided the T.F.C. reimburse the Board for occasional teacher costs.

ii) If the Chairman of the E.P.C. is not granted leave according to 15.02 (g) i), then the following shall apply:

The Chairman of the Economic Policy Committee of the T.F.C. shall on application to the Board, be granted leave with pay for up to 50 days per year to attend to Federation business. It is agreed the T.F.C. shall reimburse the Board for occasional teacher costs on such days of absence.

(h) Leave - Provincial Federation Level

i) Members of the T.F.C. elected or selected to Federation Positions at the Provincial level may be granted short term leaves of absence (one to three days per occasion), if requested, provided that the Affiliates pay the occasional teacher costs to the Board.

ii) Members of the T.F.C. elected to Provincial Federation office which is full-time shall be granted a leave on secondment basis, without pay if requested, coinciding with the school year term.

Durham Elementary, 1980-82

Leave For Federation Business

The Board agrees to grant leave for federation business to each Branch Affiliate President for a period up to half-time. The Branch affiliates will reimburse the Board for the salary and benefits during the leave period of the president of each Branch affiliate. The time taken for such leaves shall be on a regular weekly basis throughout the academic year. Such leave time shall be satisfactory to the principal and area superintendent concerned. The Branch affiliate president shall be entitled to 100% credit for teaching experience and seniority during the leave.

The Board agrees to grant leave for Federation business to the Chairperson of E.P.C. for a period up to 1/4 time. The Branch Affiliates will reimburse the Board for the salary and benefits during the leave period of the chairperson. The time taken for such leaves shall be on a regular weekly basis throughout the academic year. Such leave time shall be satisfactory to the principal and area superintendent concerned. The chairperson shall be entitled to 100% credit for teaching experience and seniority during the period of such leave.

Without Pay

The Director may grant leave of absence without pay for periods of time up to one year, to members of staff, for such purposes as the following:

1. Parental Leave
2. Work Experience
3. Special Request
4. Federation Business.

East Parry Sound Elementary, 1981-83

Reason	Duration	Authorization
Conduct of business affairs between the local federations and the district or provincial offices of the federations by the presidents of the local federations or their delegates. It is agreed that members of the local federations whose teaching schedules permit, shall supervise classes or perform duties normally the responsibility of the absent representative of the local federations. Failing that, the cost of providing supply teachers shall be borne by the local federations.	Up to ten days per school year in total	Principal

Hastings County Elementary, 1980-82

Release Time - Branch Affiliate Presidents

1. The Board shall grant up to half-time release from regular classroom duties for two Branch Affiliate Presidents to conduct Federation business.

2. Applications should be made to the Director of Education prior to June 15th to be effective the following school year.

3. All parties agree that the best interests of pupils, members, operation of the school and the system should be observed in arranging the dates for the commencement and termination granted under Section 2.

4. The Branch Affiliates shall reimburse the Board for all costs arising from releases granted.

5. The Branch Affiliates shall reimburse the Board for any administrative costs arising from deductions and remittances for the release time fund.

6. The Branch Affiliates agree to defend and hold the Board completely harmless against all claims, demands, and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making deductions for the release time fund.

7. The Principal (as Federation President) has a prime function at his/her school and it must come first before any Federation business. The purpose of giving him/her release time would be to give flexibility and relief to the extra load given to the school staff because their Principal is involved in Federation affairs. It would be the intention of the affiliate to provide that school with an extra half-time teacher to ease that burden. The Principal (as Federation President) would be expected to be at his/her school full time attending to his/her duties as a Principal. Meetings called by Trustees, Administration, or groups, over which the Principal has no control, would be the only exceptions. In those cases, the Principal would have to use his/her judgment whether he/she should leave the school or not.

Lambton County Elementary, 1981-83

The Board will allow the executive of the local Branch Affiliate(s) a maximum of fifteen (15) days per Branch Affiliate per school year for Branch Affiliate business. The executive of the Branch Affiliate(s) will decide on the disposition of the fifteen (15) days. If an occasional teacher is employed for any of these days, the Board shall charge the Branch Affiliate concerned for the cost of the occasional teacher.

North Shore Elementary, 1981-83

Absence (Deduction from Sick Leave Account but no Salary Deduction if the following conditions are met)

Absence as a member of Local Government, Elliot Lake Centre Board of Governors, Teacher Federation Executive, or other approved organization.

a) An employee may be absent from duty, with the approval of the Board, when required to attend meetings in connection with an office to which the employee has been elected or appointed. Such absence shall not exceed 3 working days in a school year, and no deduction of salary will be made if the organization in which the employee holds office reimburses the Board for the employee's salary for each such absence. Reimbursement shall be calculated on a daily rate basis.

b) Should the organization on which the employee serves fail to reimburse the Board, the employee may elect to use the 3 days allotted under 8:03 A.2(e) - Special Absence - for this purpose.

c) In addition, a further 3 days may be approved with pay deduction, but with Superannuation paid by the teacher directly to the Superannuation Commission.

d) The total absence under this clause shall not exceed 6 working days.

Peel Elementary, 1980-83

Branch Affiliate Officers

The Board agrees to permit the equivalent of three (3) Teachers appointed by the Teachers of Peel (F.W.T.A.O. and O.P.S.M.T.F.), of which two (2) shall be fixed, to be exempted for the term of this contract from teaching duties. In addition, the Board agrees to permit one (1) additional Teacher, which shall be fixed, in a contract negotiation year to be exempt from teaching duties. For the purposes of this Agreement, the contract negotiation year shall be for the 1982/83 and 1983/84 Agreement.

Costs for these appointments will be assumed by the Branch Affiliate of F.W.T.A.O. and O.P.S.M.T.F. (Peel); the Board agrees to pay for their replacements.

Perth County Elementary, 1980-82

(a) A teacher on permanent contract may be granted a leave of absence without pay for the purpose of serving in the Federation(s) on a full time basis or for the purpose of returning to full time attendance at a recognized university.

(b) Upon the request of the Branch Affiliate President, Branch Affiliate officers may be given leave for Federation purposes subject to an aggregate maximum for all Branch Affiliates, of ten days within the school year. Such absences shall normally not exceed two days at any one time and shall be covered by supply teachers paid for by the Branch Affiliates concerned where a supply teacher is deemed to be required by the Board.

(c) Upon the request of the chairperson of the Economic Policy Committee, members of the Economic Policy Committee be given leave subject to an aggregate maximum of ten days within the school year. Such absences shall normally not exceed two days and shall be covered by supply teachers paid for by the Economic Policy Committee where a supply teacher is deemed to be required by the Board.

(d) Where the teacher is returning from full time employment with the Federation(s), the teacher shall be returned to a position comparable to the one held at the time of commencement of the leave. Where the teacher is returning from a leave granted for university attendance, every effort shall be made to accommodate the teacher on a basis similar to the above.

Toronto Elementary, 1981-82

4.6.0.0.0. LEAVES OF ABSENCE FOR FEDERATION BUSINESS

4.6.1.0.0. At the request of the Toronto Teachers' Federation the Board will grant a leave of absence for up to one year to two representatives of the Toronto Teachers' Federation for purposes of federation business.

4.6.1.1.0. A Teacher granted such leave of absence shall be entitled to the salary and employee benefits to which the Teacher is entitled under this Agreement and shall receive credit for Teaching Experience and Seniority during such absence.

4.6.1.2.0. The Board and Toronto Teachers' Federation shall equally share the cost of the salary and other benefits to which the Teacher is entitled during the period of the leave.

4.6.1.3.0. One half the time of the Teacher's leave of absence (expressed in terms of full-time equivalency) shall be subtracted from the number of Teachers to be allocated under Part II of this Agreement.

4.6.1.4.0. The arrangements for leave of absence under 4.6.1.0.0. shall be settled prior to May 31 for the following school year, or as soon as possible thereafter.

4.6.3.0.0. Additional leave shall be granted, with pay and employee benefits and without loss of credit for Teaching Experience, to other officers of the Branch Affiliates or the Toronto Teachers' Federation, on a full or part time basis, to a maximum of three Teachers to carry out federation business provided that the Branch Affiliate or the Toronto Teachers' Federation reimburses the Board for the cost of the Teacher's Total Salary and Insured Employee Benefits.

4.6.3.1.0. The minimum period of leave under 4.6.3.0.0. shall be not less than either of the periods:

September 1 through December 31 following or January 1 through June 30 following, and shall not be more than one school year less one day.

4.6.3.2.0. The Toronto Teachers' Federation shall notify the Board of the names of the Teachers to receive such leave by May 31 preceding the school year in which the leave is to be taken, or as soon as possible thereafter.

4.6.4.0.0. In addition to the leaves provided under 4.6.1.0.0., 4.6.2.0.0. and 4.6.3.0.0., and 2.3.7.0.0., the Board shall provide release time of up to 80 days for the Toronto Teachers' Federation, and the Branch Affiliates through the Toronto Teachers' Federation provided the Toronto Teachers' Federation bears the cost of the occasional teachers who replace Teachers on this leave.

4.6.5.0.0. The Board shall grant a leave of absence to a Teacher who holds an office requiring part or full-time duty at the Affiliate and/or Federation level, provided that the Affiliate and/or Federation reimburses the Board for the cost of the Teachers's salary and other benefits. The period of the leave shall not exceed two years.

4.6.5.1.0. The Teacher will continue to accrue Teaching Experience during the period of the leave.

4.6.5.2.0. On return from the leave, subject to the surplus procedures, the Teacher will be reinstated in a position which is at least equivalent to that held at the commencement of the leave.

Wellington County Elementary, 1981-83

19:01 Elementary Economic Policy Committee

(1) The Chairperson of the Elementary Economic Policy Committee shall be granted up to a total of 10 days per school year for the purpose of committee work without loss of salary or benefits. The 10 days shall not be taken consecutively.

(2) The Chairperson of the Elementary Economic Policy Committee may, with permission of the Director, allocate some or all of the 10 days granted in 19:01 (1) to other members of the E.E.P.C.

(3) The Board agrees to provide occasional teachers, if required, under the circumstances of subsections (1) and (2) of this section.

19:03 Branch Affiliates

(1) The Board recognizes that it may be necessary for the Presidents of the Branch Affiliates to be absent from their teaching responsibilities in order to attend to Federation matters. Requests for such absences without loss of salary or benefits for up to 6 days for each President shall be made to the Director well in advance of the intended absence.

(2) The Presidents may apply for additional time beyond 6 days, if necessary, to be granted at the discretion of the Director. The Branch Affiliates agree to reimburse the Board for the employment of occasional teachers necessary to cover this additional time.

(3) The Presidents of the Branch Affiliates may, with the permission of the Director, allocate some or all of the days granted in 19:03(1) and (2) to other members of the Branch Affiliate.

Windsor Elementary, 1979-82

(i) The parties hereto agree that the duly elected president of a Branch Affiliate will be allowed to work half time upon request so that the remaining half time will be devoted to federation duties without any reduction in salary and other benefits. The parties further agree that the half time off for federation duties will be paid as follows:

i) one-half of the time off for federation duties will be paid by the appropriate affiliate; and

ii) the other half time for federation duties will be paid by the Board and the equivalent in teaching time will be included in the teacher complement established by the staff strength ratio of Section 18.05 (a) of the Collective Agreement.

York Borough Elementary 1981-82

At the request of a Branch Affiliate, the Board will grant a leave of absence for up to one year to one representative of the Branch Affiliate, limited to two Teachers, for purposes of federation business.

A Teacher granted such leave of absence shall be entitled to the salary and employee benefits to which the Teacher is entitled under this Agreement and shall receive credit for Teaching Experience and seniority during such absence.

The Board and Branch Affiliate shall equally share the cost of the salary and other benefits to which the Teacher is entitled during the period of the leave.

One half the time of the Teacher's leave of absence (expressed in terms of full-time equivalency) shall be subtracted from the number of Teachers to be allocated to the Board under this Agreement.

The arrangements for the leave of absence for the president of each Branch Affiliate shall be settled prior to May 31 of the following school year.

The request of a Branch Affiliate shall be made within 30 school days from the date of ratification.

The Board shall reassign a Teacher who notified the Board in writing by April 15 of the Teacher's intention to return from a leave ending on August 31 to the school/department from which the Teacher went on leave but the Teacher's final placement shall be subject to the surplus procedures. A Teacher who does not so notify the Board shall be assigned subject to the surplus procedures to a teaching position which may be elsewhere in the system.

(a) The Board shall grant a leave of absence to a Teacher who holds an office requiring part or full-time duty at the Affiliate and/or Federation level, provided that the Affiliate and/or Federation reimburses the Board for the cost of the Teacher's salary and other benefits. The period of the leave shall not exceed two years.

(b) On return from the leave, subject to the surplus procedures, the Teacher will be reinstated in a position which is at least equivalent to that held at the commencement of the leave with full credit for Teaching Experience and seniority accrued to the commencement of the leave.

Brant Secondary, 1980-82

ARTICLE XVIII - FEDERATION LEAVE

17.01 At the request of the Branch Affiliate, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Director, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of either half-days or full-days but, in any event, the maximum time for such leave shall not exceed ten (10) school days in a school year.

17.02 Members of the Branch Affiliate granted leave under 17.01 shall suffer no loss of salary and benefits. The Branch Affiliate agrees to reimburse the Board for the full cost of replacement teachers.

17.03 Commencing September 1981, and upon the request of the Branch Affiliate, the Board may permit the President of the Branch Affiliate or his designate to be released from teaching duties for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Director, the reasonable requirements of the timetable and the availability of an occasional teacher or teachers to replace the teacher involved. Such leave will allow the President, or his designate, to have the equivalent of a half-time timetable for the school years 1981-82 and 1982-83.

17.04 The teacher so designated under 17.03 shall suffer no loss of salary, benefits (including superannuation), position of responsibility or seniority with respect to teaching experience, as a result of being granted leave under this section. In all respects, the teacher shall remain as a full-time teacher under contract with the Board. The Branch Affiliate agrees to reimburse the Board for one-half (1/2) of the teacher's annual salary and fringe benefits. The Board agrees to pay the cost of replacement teachers.

17.05 The Branch Affiliate shall notify the Board of the names of the teachers to receive leaves for Federation business as soon as is feasible prior to the commencement of the leaves.

Bruce Secondary, 1979-82

Federation Leave

(a) The Chairman, or his designate, of District 44 O.S.S.T.F. Collective Bargaining Committee, shall be granted ten (10) school days per school year, which may be used at his discretion for work associated with negotiations. An Occasional Teacher shall be employed to cover his classes during any absence for this purpose.

(b) The President, or his designate, of District 44 O.S.S.T.F. shall be granted ten (10) school days per school year which may be used at his discretion for Federation matters. An Occasional Teacher shall be employed to cover his classes during any absence for this purpose.

(c) In each of (a) and (b), the total cost of the Occasional Teacher shall be paid by the Branch Affiliate.

Carleton Secondary, 1980-82

Federation Leaves

The Board shall grant a leave of absence to a member of a Branch Affiliate who has been elected or seconded to serve as a full-time officer of that Affiliate at the provincial level in any of the following positions:

President
Vice-President
Past President
Executive Officer
Treasurer

Such leave shall be granted under the following conditions:

a) In a school year a maximum of one (1) leave to each of the Branch Affiliates shall be available. Any leaves beyond this maximum of two (2) will be at the discretion of the Board.

b) The Affiliates shall notify the Board as soon as possible following the annual elections of any leave requirements for the following school year. Each leave shall be granted for one (1) year and shall be renewable for a second year. Any extension beyond two (2) years will be at the discretion of the Board.

c) Upon return from a one (1) or two (2) year leave the teacher shall be placed in his/her original position or a comparable position. For any leave beyond two (2) years the conditions for return to service with the Board will be made on an individual basis between the Board and the teacher. A teacher wishing to return early from leave may return at the discretion of the Board if a position is available. On the date stipulated for return in the original leave the teacher shall be placed in his/her original position or a comparable position.

d) The leaves covered by this Article shall be treated by the Board as secondments provided the Branch Affiliate is prepared to reimburse the Board for the full costs of salaries and benefits.

The Board agrees that the President of OSSTF(43) and the Chief Negotiator for OSSTF(43) and AEFO (Carleton) shall be relieved from one-half of their teaching duties in order to undertake their elected and appointed responsibilities. The status of such officers shall continue to be that of permanent full-time teachers with the Board, retaining all applicable rights and privileges thereto. OSSTF(43) agrees to reimburse the Board for one-half of the costs of salary benefits of the two (2) individuals involved for each school year.

The Board agrees to grant to the President of AEFO (Carleton) one (1) day per month leave with pay for the purpose of carrying out his/her elected responsibilities in return for which AEFO(Carleton) shall reimburse the Board for the costs of occasional teachers for the days so required.

The Board agrees to deduct monthly from teachers' salaries an amount to be determined by OSSTF(43) and AEFO (Carleton). Such amounts deducted shall be remitted to OSSTF(43) for the purpose of meeting the costs outlined in Articles 11.06 and 11.07.

Dufferin Secondary, 1980-82

Leave Plans

The attached Sick Leave Credit and Retirement Gratuity (Appendix A), Educational Improvement and Leave Plan (Appendix B), and Maternity Leave Plan (Appendix C) and Federation Leave (Appendix D) shall form a part of this Agreement.

Federation Leave - Appendix 'D'

Any teacher being given the opportunity to serve O.S.S.T.F. on a full-time basis shall be granted a leave of absence for this purpose, subject to a suitable replacement being available.

Costs (including Salary & Benefits) of the teacher on leave shall not be the responsibility of the Board.

East Parry Sound Secondary, 1981-83

Reason		Duration	Authorization
11.2.9	Conduct of business affairs between the Branch Affiliate and the District or Provincial offices of the Federation by the President of the Branch Affiliate or his designate(s). It is agreed that members of the branch affiliate whose teaching schedules permit shall supervise classes of teachers absent under 11.2.9	up to 10 days per school year in total	Principal

East York Secondary, 1980-82

5.3.4.0.0. Leaves for Federation Business

5.3.4.1.0. The president of each Branch Affiliate shall be entitled to a leave of absence with pay and Employee Benefits for the duration of his term of office without loss of Credits. Such Teacher shall be entitled to 100% credit for Teaching Experience during the period of such leave and to the Employee Benefits to which he is entitled under this Agreement.

5.3.4.3.0. Notwithstanding sub-sections 5.3.4.1.0., 5.3.4.2.0. and 5.3.4.2.1., a leave of absence with pay and Employee Benefits and without loss of credit for Teaching Experience shall be granted at the request of the Branch Affiliate to another Teacher, or other Teachers in place of all or part of the full-time equivalent leave provided for the Branch Affiliate president under sub-section 5.3.4.1.0.

5.3.4.4.0. Additional leave shall be granted, with pay and Employee Benefits and without loss of credit for Teaching Experience, to other officers of the Branch Affiliate or Provincial O.S.S.T.F. on a full or part-time basis, to a maximum of 3 Teachers per Board to carry out Federation business provided that the Branch Affiliate or Provincial O.S.S.T.F. reimburses the Board for the cost of the Teacher's Total Salary and Insured Employee Benefits.

5.3.4.4.1. In the event that leave is granted under 5.3.4.4.0. to officers of the Provincial O.S.S.T.F., additional leave may also be granted on the same basis as in 5.3.4.4.0. to officers of the Branch Affiliate to a maximum number of Teachers equal to the number of leaves granted to such provincial officers.

5.3.4.5.0. The minimum period of leave under sub-sections 5.3.4.1.0. and 5.3.4.3.0. shall be 1 school year or 1 semester, and, whenever possible, the Branch Affiliate shall notify the Board of the names of the Teachers to receive such leave by May 31 preceding the school year in which the leave is to be taken.

5.3.4.6.0. At the request of the Branch Affiliate, the Board may excuse from teaching duties on an occasional basis such additional members of the Branch Affiliate as are necessary to carry out the administration of this Agreement or for Federation business.

5.3.4.6.1. Such leaves shall be subject to prior arrangement with the principal, the reasonable requirements of the timetable and the availability of Occasional Teachers to replace the Teachers involved. Such leaves shall be limited to a maximum of the equivalent of 1 Teacher per school at any 1 time. The Board will pay the Teacher's Total Salary and Employee Benefits without deduction of credit for Teaching Experience for the absence and the Branch Affiliate shall reimburse the Board for the cost of the Teacher's Total Salary and Insured Employee Benefits.

Essex Secondary, 1980-82

The President of the Branch Affiliates will be granted leave on a half-time basis, effective September 1, 1980, and 1981. The Board agrees to pay one-half the salary for the period of leave with the Branch Affiliates paying one-half.

The monetary equivalent of the supply teacher rate of any negotiation days unused, may be assigned to the Branch Affiliates' share of the President's salary, or may be accumulated for use in the subsequent year.

Additional leave may be granted, with prior approval of the Director of Education, with pay and employee benefits and without loss of sick leave credits and credit for teaching experience to other offices of the Branch Affiliates or Provincial O.S.S.T.F. on a full or part-time basis to carry out Federation business provided that the Branch Affiliates or Provincial O.S.S.T.F. reimburses the Board for the cost of the replacement teacher.

Etobicoke Secondary, 1980-82 (see East York Secondary)

Hamilton Secondary, 1981-82

Leave for Federation Business

(i) Upon written request, the Board shall grant a leave of absence for a period up to a maximum of one year to the President and/or Vice-President of O.S.S.T.F. District 8. The leave shall be without loss of salary or fringe benefits, and O.S.S.T.F. District 8 shall reimburse the Board for the full cost of the leave.

(ii) Upon written request, the Board shall grant a leave of absence for a period up to a maximum of one year to a member of the Branch Affiliate who is elected to the Provincial Executive of the O.S.S.T.F. The leave shall be without loss of salary or fringe benefits, providing that the Board is reimbursed for the full cost of the leave by the Provincial Affiliate.

(iii) The replacement appointed to the position held by the teacher on leave shall be in an acting capacity only.

(iv) The teacher on leave shall notify the Board by April 1st, in writing, of his intention to return to regular teaching duties effective September 1. He shall return to his former position, however, should the position formerly held by the teacher not be available he shall receive full grid salary and shall be appointed to the first comparable position which becomes available.

In order to effect the reimbursement agreed to in (i) the Board shall deduct such amount from the monthly salary of each statutory member of the Branch Affiliate as shall be determined by the Branch Affiliate.

In consideration of the Board's deducting the monthly contributions, the Branch Affiliate undertakes and agrees to indemnify and save harmless the Board from any and all claims, demands, actions, liability, loss, damages, costs and expenses which the Board may hereafter incur, suffer or be required to pay by means of having made said deduction or deductions.

Kent Secondary, 1981-82

Federation Leave:

The President of the Branch Affiliate shall have a timetable approved by the Board that is equal to one-half of the assigned teaching duties of a regular teacher. The President shall be paid full grid salary and degree allowances by the Board, and shall be considered as a full-time teacher for all purposes except timetabling. The Board shall pay the cost of benefits in the same percentage as outlined in Article 9. The Branch Affiliate shall reimburse the Board for the cost of the replacement teacher by remitting one-half the salary to which the qualified full-time teacher with the least seniority on the effective date of the commencement of the leave referred to above is entitled, as a result of the application of Article 5 and Clause 7:02 (a), and subject to the provisions of 4:02 (b) (i).

The President of the Branch Affiliate will relinquish any Position of Responsibility during his/her term of office. Such Position of Responsibility will be advertised within the school where the position occurs. The placement of the selected candidate will be deemed to be temporary pending the return of the President to full teaching duties. Upon returning to full teaching duties, the former President will assume the same level of responsibility at the same school as that from which he/she took leave unless the position has disappeared.

Lambton Secondary, 1979-82

Branch Affiliate President

(i) Upon written application by the Branch Affiliate prior to April 1 of any year, the Board shall grant one special leave of up to one year's duration for the purpose of conducting Federation business.

(ii) The Branch Affiliate may, by written notice to the Director of Education, by no later than May 15, revise the designation of the person and the duration of the leave.

(iii) The leave shall be continuous during the period specified.

(iv) If the leave is for less than a full day, it shall be taken for the continuous part of a day during the period specified.

(v) A Teacher designated for such leave shall be entitled to all rights, benefits and privileges under this Collective Agreement.

(vi) The Branch Affiliate shall reimburse the Board for the total amount of the salary and benefits for the specified Teacher's leave time.

(vii) For the school year 1980-81, the time lines for notification and designation are waived.

Leeds and Grenville Secondary, 1980-82

Members of the District Executive shall, upon request of the District President, be granted leave for Federation purposes subject to an aggregate of twelve (12) days.

It is understood that the application of this clause shall not interfere with or disrupt classroom instruction, nor interrupt classroom supervision, and the Board shall incur no additional expense as a result. Occasional teachers shall be used for these absences and the Board shall invoice the Federation for the actual cost of the occasional teachers used.

An officer desiring such leave shall provide reasonable written notice to his/her Principal with a copy to the Superintendent of Education - Personnel.

Niagara South Secondary, 1981-82

Leaves of Absence For Federation Activities

Upon application prior to May 1st in any year, Special Leave of one year's duration will be granted to a teacher for Federation activities in the Niagara South areas, subject to the availability of a suitable replacement. There shall be no interruption or change in the salary or benefits to which such a teacher would be entitled were he to remain in his regular position on staff but the total amount so expended will be billed to and paid by the local Federation concerned on a monthly basis.

By mutual consent, this leave may be renewed for periods of one year. The Board shall not unreasonably withhold such approval.

The teacher shall notify the Board by March 1st of an intention to return to a regular position. Upon returning he shall be offered the position formerly occupied or equivalent in that school, including a position of responsibility if the position still exists. If the position formerly occupied no longer exists, every effort will be made to place him within the organization of that school. If the leave has been for more than two years, a position of responsibility is not guaranteed.

A.) Federation Officers of District 7, O.S.S.T.F. may, at the discretion of the Director, upon request of the District President, be given leave for Federation purposes subject to an aggregate of 25 days. Such absences shall normally not exceed 2 days at any one time and no one Federation Officer shall be entitled to more than eight days leave during the contract year under this plan. Such absences if covered by supply teachers shall be paid for by the Federation.

B.) Federation Officers of A.E.F.O., Region #5, may at the discretion of the Director, upon request of the District President be given leave for Federation purposes subject to an aggregate of 5 days. Such absences shall normally not exceed 2 days, at any one time and if covered by supply teachers shall be paid for by the Federation.

Nipigon-Red Rock Secondary, 1980-82

At the request of the Division Executive, a teacher of the Nipigon-Red Rock Division of the O.S.S.T.F. may be granted leave at the discretion of the Principal to perform duties related to the teachers' federation which are outside the definitions contained in clause 16.04 c) and c) above [leave to attend conventions and conferences, absence on Board business].

If a supply teacher is required to accommodate such an absence, the local division of the Federation shall reimburse the Board for the cost of the supply teacher up to a maximum of ten (10) days.

If additional time is required for Federation business and supply teachers are required, the Local Division of the O.S.S.T.F. shall reimburse the Board at the per diem rate of the absent teacher(s).

North Shore Secondary, 1981-83

Absence (Deduction from Sick Leave Account but no Salary Deduction if the following conditions are met.)

Absence as a member of Local Government, Elliot Lake Centre Board of Governors, Teacher Federation Executive, or other approved organization.

(a) An Employee may be absent from duty, with the approval of the Board, when required to attend meetings in connection with an office to which the employee has been elected or appointed. Such absence shall not exceed 3 working days in a school year, and no deduction of salary will be made if the organization in which the employee holds office reimburses the Board for the employee's salary for each such absence. Reimbursement shall be calculated on a daily rate basis.

(b) Should the organization on which the employee serves fail to reimburse the Board, the employee may elect to use the 3 days allotted under 8:03 A.2(e) - Special Absence - for this purpose.

(c) In addition, a further 3 days may be approved with pay deduction, but with Superannuation paid by the teacher directly to the Superannuation Commission.

(d) The total absence under this clause shall not exceed 6 working days.

North York Secondary, 1981-82

5.3.4.0.0. Leaves for Federation Business

5.3.4.1.0. The president of District 13 shall be entitled to a leave of absence with pay and Employee Benefits for the duration of his term of office without loss of Credits. Such Teacher shall be entitled to 100% credit for Teaching Experience during the period of such leave and to the Employee Benefits to which he is entitled under this Agreement.

5.3.4.1.1. The president of A.E.F.O. niveau secondaire shall be entitled to one-third time leave of absence with pay for the duration of his term of office without loss of Credits. Such Teacher shall be entitled to 100% credit for Teaching Experience during the period of such leave and to the Employee Benefits to which he is entitled under this Agreement.

5.3.4.3.0. Notwithstanding sub-sections 5.3.4.1.0. and 5.3.4.2.0., a leave of absence with pay and Employee Benefits and without loss of credit for Teaching Experience shall be granted at the request of the Branch Affiliate to another Teacher, or Teachers in place of all or part of the full-time equivalent leave provided for the Branch Affiliate president under sub-section 5.3.4.1.0.

5.3.4.4.0. Additional leave shall be granted, with pay and Employee Benefits and without loss of credit for Teaching Experience, to other officers of the Branch Affiliate or Provincial O.S.S.T.F. on a full or part-time basis, to a maximum of three Teachers per Board to carry out Federation business provided that the Branch Affiliate or Provincial O.S.S.T.F. reimburses the Board for the cost of the Teacher's Total Salary and Insured Employee Benefits.

5.3.4.4.1. In the event that leave is granted under 5.3.4.4.0. to officers of the Provincial O.S.S.T.F. additional leave may also be granted on the same basis as in 5.3.4.4.0. to officers of the Branch Affiliate to a maximum number of Teachers equal to the number of leaves granted to such provincial officers.

5.3.4.5.0. The minimum period of leave under sub-sections 5.3.4.1.0. and 5.3.4.3.0. shall be one school year or one semester, and, whenever possible, the Branch Affiliate shall notify the Board of the names of the Teachers to receive such leave by May 21 preceding the school year in which the leave is to be taken.

5.3.4.6.0. At the request of the Branch Affiliate, the Board may excuse from teaching duties on an occasional basis such additional members of the Branch Affiliate as are necessary to carry out the administration of this Agreement or for Federation business.

5.3.4.6.1. Such leaves shall be subject to prior arrangements with the principal, the reasonable requirements of the time-table and the availability of Occasional Teachers to replace the Teachers involved. Such leaves shall be limited to a maximum of the equivalent of one Teacher per school at any one time. The Board will pay the Teacher's Total Salary and Employee Benefits without deduction of credit for Teaching Experience for the absence and the Branch Affiliate shall reimburse the Board for the cost of the Teachers' Total Salary and Insured Employee Benefits.

Ottawa Secondary, 1980-82

21.04 Leave for Federation Business

a) Leave for Federation business shall be granted without pay to a Teacher:

i) who is elected for a term of office as a full-time officer of a Federation; OR

ii) who serves in a full-time capacity as a non-elected officer of a Federation.

b) Leave for Federation business shall be granted without pay for each of the following officers:

i) President of the A.E.F.O.;

ii) President of the O.S.S.T.F.;

iii) Chairman of the O.S.S.T.F./A.E.F.O. Negotiating Committee.

c) Teachers on leave in accordance with 21.04(b) shall be paid full salary and receive full benefits as if on full timetable. The Branch Affiliates shall reimburse the Employer for the time made available for Federation business.

21.07 Conditions

Unless otherwise specifically provided, Leaves of Absence specified in Articles 21.01, 21.02, 21.03, 21.04, 21.05 are subject to the following provisions:

a) Subject to the provisions of 21.07(h), all leaves provided for under Article 21 may be for all or part of the school year and may be granted as full days or part days.

b) Applications for leave are to be made in writing to the Superintendent of Personnel, normally at least three (3) school months prior to the commencement of leave.

c) A Teacher on paid leave shall accumulate seniority and experience throughout the period of leave, and shall retain any sick leave accumulated to the commencement of such leave. The Employer shall pay its full share of fringe benefits during any period of paid leave.

d) A Teacher on unpaid leave, except as provided in 21.03(a) shall retain seniority, experience and sick leave held or accumulated to the commencement of the leave, but shall not accumulate further seniority, experience or sick leave during the period of leave. The Teacher shall be required to pay one hundred percent (100%) of the cost of any fringe benefits in which the Teacher continues to be enrolled during the period of leave.

e) A Teacher on leave shall be deemed to have resigned for failure to return on the agreed upon date.

f) With the approval of the Employer, a Teacher may be permitted to return to work prior to the termination of the period of leave.

g) A Teacher returning from leave shall be placed by the Employer in a position equivalent to the position vacated immediately prior to proceeding on leave: i.e. a Teacher will return to a teaching position, Minor Head to Minor Headship, a Principal to a Principalship.

h) A Leave shall not normally extend beyond the end of a school year or be approved for a period of one school year or greater. A Teacher may apply for a second leave, provided the Teacher agrees to perform such duties as the Employer may request for one school day, which shall be either the first or the last school day in the school year for which Leave is requested. The Employer agrees that occasional Teachers will not be hired to fill positions created by Teachers being on leave of absence when Teachers declared redundant and having right of recall are qualified to fill such positions.

Example:

A Teacher requesting a leave for one school year may be required, at the option of the Employer, to perform such assigned duties either the first school day in September or the last school day in June of the school year for which the Leave is requested;

A Teacher requesting a leave from May 1, 1981 to June 30, 1982 may be granted one leave from May 1, 1981 to June 30, 1981, with a second leave commencing the second school day in September 1981 and terminating June 30, 1982. This Teacher would be required to perform such assigned duties the first school day in September 1981.

i) Unless otherwise provided, the commencement and termination dates for Leave shall be established, following consultation with the Teacher, to best meet the Teacher's requirement and the operational needs of the Employer.

j) A Teacher on any form of Leave is not eligible for any other form of Leave until the expiry of the initial period of leave. A Teacher who, through his own misconduct, has rendered himself unable to perform his teaching duties is ineligible for Leave, other than Leave without pay.

k) Teachers on leave shall not be employed in teaching, except with the written consent of the Employer.

l) Teachers who, as a result of a paid Leave qualify for an allowance or an adjustment in their Category placement, shall be eligible for the adjustment or allowance to be effective one (1) year after the Teacher's return from Leave.

Peterborough Secondary, 1981-83

ARTICLE XXVI - Release of Federation Officers

In the event of a member of District 18, O.S.S.T.F. being elected or appointed to an office with the Provincial Executive of O.S.S.T.F., the Board agrees to give that person an indefinite leave of absence without pay. It is understood that seniority and salary shall be maintained as it existed when the leave began. It shall be the responsibility of the teacher to notify the Board by April 15th of that teacher's intention to return to active teaching.

Scarborough Secondary, 1980-82 (see East York Secondary)

Sudbury Secondary, 1981-82

Federation Leave

In consultation with the Board, the Federations may purchase release time for teachers who are engaged in Federation business involving their provincial associations.

Upon notification to the Board, the local Affiliates shall be granted up to 20 person days per school year of release time to tend to local federation business. These 20 days are exclusive of and in addition to release time provided for below in sections c, d, e, of this clause. The Affiliates shall reimburse to the Board the actual cost of replacement teachers.

At the request of either or both of the Affiliates, one member from each shall be granted a Leave of Absence of up to one school year, renewable upon request. The Board will pay the teacher(s) full salary and fringe benefits and will allow full credit for teaching experience, seniority and sick leave for each such leave. The Affiliate(s) shall reimburse to the Board the salary and fringe benefits paid to the teacher for the period of leave.

Timiskaming Secondary, 1981-1983

Federation/Association Leave:

Upon application in writing by the Division Federation/Association President to the Director, a request for leave of absence may be granted to teachers acting as Federation Officials. The Board shall pay the teacher's full salary and benefits. The Federation Association will reimburse the Board for the cost of the supply teacher if incurred.

Toronto Secondary, 1980-82 (see East York Secondary)

Wellington Secondary, 1981-1983

Federation Leaves and Absences

9:01 The President of District 39, O.S.S.T.F. shall be granted four non-semestered periods per day plus a maximum of 9 days per year for Federation matters. The Board will pay the entire cost of the President's salary and the cost of the replacement teacher. District 39 will reimburse the Board the amount of 37.5% of the average of Category 4 minimum and maximum salaries, and the cost of the replacement teacher if required for any of the 9 days.

9:02 The Chairperson of District 39, O.S.S.T.F. Collective Bargaining Committee shall be granted two non-semestered periods per day from January to June in the year of negotiations. In addition, the Chairperson shall be granted 9 days per school year which may be used at his discretion for work associated with negotiations. The Board will pay the entire cost of the Chairperson's salary, the cost of the replacement teacher and the cost of the supply teacher for the 9 days. **District 39, O.S.S.T.F. will reimburse the Board the amount of 12.5% of the average of Category 4 minimum and maximum salaries. The time period for the two period reduction in the Chairperson's timetable can be altered in consultation with the Director.

**In the year of negotiations.

9:03 The President and C.B.C. Chairperson of District 39, O.S.S.T.F., shall be considered as full-time teachers, except for P.T.R. purposes, with all the employee benefits as outlined in Articles 11, 12 and 13.

9:04 Upon request, the Board shall grant an unpaid leave for any member of District 39, O.S.S.T.F. elected or hired for a position at the provincial level of O.S.S.T.F. or O.T.F.

9:05 The period of Federation leave outlined in 9:01 and 9:03 shall count as teaching experience in respect to salary increments.

9:06 Upon return from Federation leave, the Board shall return the teacher to a similar position in the same school, subject to Articles 17 and 18.

It is hereby agreed this 30th day of June, 1981, that the following corrections and additions be made to the Collective Agreement for the period September 1, 1981 to August 31, 1983.

9:02 fourth sentence to read as follows:

"In the year of negotiations, District 39, O.S.S.T.F. will reimburse the Board the amount of 12.5% of the average of Category 4 minimum and maximum salaries."

Wentworth Secondary, 1980-82

Federation Leave

(a) Upon application by District 36 to the Director of Education, a request for a leave of absence for the duration of his term of office shall be granted to a member of District 36, O.S.S.T.F. who has been elected to perform Federation duties.

(b) The District shall apply on behalf of a teacher in writing to the Director of Education for such a leave of absence. The District shall apply not later than October 30th for leave beginning January 1st, and not later than April 15th for leave beginning September 1st, unless other mutually acceptable dates are arranged.

(c) The Board shall continue to pay full salary and benefits for the teacher(s) concerned.

The Branch Affiliate will reimburse the Board for the cost of said salary and benefits.

(d) A teacher on leave of absence for Federation duties shall be considered to be under contract to the Board and may not accept a contract of employment with another Board either during the leave or on its conclusion unless the Board has accepted the teacher's resignation.

(e) Clauses 23.07, 23.08, 23.09 shall apply to a teacher returning from Federation Leave.

(f) The equivalent of one teaching position per academic year may be granted for Federation Leave.

(g) The combination of teaching assignment and leave shall be agreed to by the teacher and the Principal of the school concern.

York Borough Secondary, 1980-82 (see East York Secondary)

Essex County R.C.S.S., 1980-82

Leave for Public Service

The Director shall grant a leave of absence without pay for Teacher Federation activities if leave with pay is not granted, and provided the Director is notified as soon as possible.

The Unit President of O.E.C.T.A. and A.E.F.O. shall be allowed time off without loss of pay to attend meetings, up to five days per year.

Metropolitan Separate, 1981-82

Leaves of Absence Without Pay -- Federation Business

(a) Upon the request in writing of the Metro Units of O.E.C.T.A. and A.E.F.O. the Board shall grant leaves of absence for up to two representatives designated by the O.E.C.T.A. and A.E.F.O.

The leave for any representative shall be without pay for a minimum period of one school term or such lesser period, if requested, as approved by the Director of Education and for a maximum period of one school year.

(b) Upon the request in writing of the Metro Units of O.E.C.T.A. the Board shall grant a leave of absence for a school year at a time to the teacher who is President of the Metro Unit representing the teachers employed in the Board's elementary schools. All salary and benefits shall be paid by the Branch Affiliate and shall be administered by the Board through the normal payroll process. No sick leave shall be credited to such teacher during such leave but any unused sick leave credits accumulated prior to such leave shall be available to such teacher on resumption of his employment with the Board. His seniority shall continue to accumulate during the period of such leave of absence.